¨ÉAUÀ¼ÀÆgÀÄ «zÀÄåvï ¸ÀgÀ§gÁdÄ PÀA¥À¤ ¤AiÀÄ«ÄvÀ

Bangalore Electricity Supply Company Limited

(PÀ£ÁðlPÀ ¸ÀPÁðgÀzÀ ¸ÀA¥ÀÆtð ¸ÁéªÀÄåPÉÌ M¼À¥ÀnÖzÉ)

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VOLUME-I

SECTION-II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief General Manager, (Ele.,) Procurement, BESCOM Corporate Office, 4th Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Ltd, invites tender for Procurement of Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault as per Tender Specifications. (Capacity – 3000 Joules) to BMAZ Area, BESCOM through KPP Portal.

1. Enquiry No.	BESCOM/2024-25/IND0101
2. Tender processing fee	Refer e-procurement/KPP website www.kppp.karnataka.gov.in
3. Earnest Money Deposit	**Rs.18,82,000/-**
4. a) Date of availability of Bids	**16.01.2025 onwards**
b) Pre Bid Meeting Date	**23.01.2025 11.30 Hrs**
5. Due date for submission of Bids	**14.02.2025, 17:00 Hrs onwards.**
6. Tender System	Two Tender Document System
7. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **15.02.2025**, **17.15 Hrs.** b) Will be opened in KPP portal after completion of techno commercial evaluation.
8. Material	Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault as per Tender Specifications. (Capacity – 3000 Joules)
9. Quantity	**5 (Five) Nos.**

10. Amount put to tender	**Rs. 18,81,80,500/-**
11. Schedule of requirements	**The requirement is intimated in the Schedule of requirements and the successful Bidder shall adhere to the schedule of requirements.**
12. General Terms and Conditions	Enclosed herewith
14. Technical Specifications	Enclosed herewith
15. Price Bid	The Bidder shall furnish the price on the KPP portal and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain tax structure as applicable like CGST, SGST/IGST and F&I on KPP portal.

1.0 Scope of the contract:

The Scope of the contract will include the following:

1. The Purchaser invites Tenders following the Two Electronic Tender Document System procedure from eligible Bidders for **Procurement of Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault as per Tender Specifications. (Capacity – 3000 Joules) to BMAZ Area, BESCOM** as detailed in Section V- Schedule of Requirements.
2. The Scope also covers F.O.R.D at Store/Site in Indian Rupee basis, including packing, forwarding, handling, insurance, documentation, transportation, unloading, commissioning charges etc.,. In case of imported equipment, the custom clearance and all necessary procedures have to be done by the bidder including any financial implications. The bids not covering the entire scope of proposal shall be treated as incomplete and liable for rejection.
3. The scope of the Bidder also covers obtaining necessary statutory approvals from RTO Karnataka for Vehicle Mounted Fully Automatic Underground Cable Fault Locating Equipment Suitable for Locating Fault. The Successful Bidder shall register the vehicle in the name of BESCOM consignee divisions (White Board with Life time tax) which will be intimated at the time of issue of LOI & RTO Karnataka Registration charges of vehicle & Insurance charges shall be borne by the successful Bidder only.
4. All fittings and accessories, which may not be specifically mentioned in the specification but which are necessary for the satisfactory operation of the equipments, shall be deemed to be included in the specification and shall be furnished by the supplier without extra charges. The equipment shall be complete in all details whether such details are

mentioned in the specification or not, without any financial liability to the Purchaser under any circumstances.

Eligible Bidders

1.1 For determining the eligibility of Bidder, the following conditions are required to be satisfied:

a. The Bidder should not be under order of debarment from participating in a Tender, as on the last date of submission of Tenders.

b. Bidder's contracts should not have been terminated during the preceding 5 (Five) financial years due to non-fulfillment of contractual obligations as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.

c. Bidder should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders

d. The Bidder should be a single business entity and may either be a Company, or Partnership Firm, or Limited Liability Partnership Firm (LLP) which is registered under the relevant statutory law

e. Group of single business entities (Consortium) is not allowed to participate in this Tender process

f. Bidder must not be insolvent, in receivership, bankrupt are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka/BESCOM.

1.3 The Bidder should have the following:

a. Registration under the applicable law for establishing their legal identity.

b. Registration under the Goods and Service Tax (GST) of the State.

c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.

d. Udyam Registration/NSIC for availing EMD exemption (for MSME).

1.4 Bidder shall meet the criteria outlined in the Qualification requirements specified in **Clause 5 QUALIFICATION CRITERIA.**

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2.0 Cost of Tendering:

The Bidder shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, presentations or demonstrations which the Purchaser may require, processing of its Tender and discussion & conferences if any including Pre-award discussions with the successful bidder and the Purchaser will in no case be responsible or liable in any manner for these costs, regardless of the conduct or outcome of the Tender process.

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All Bidders are required to register in Karnataka Public Procurement Portal. The Bidder, who submits their Tender for this procurement after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices of this Tender.

3.0 Pre-Bid Meeting and Clarification of Tender Documents:

3.1 **A prospective Bidder requiring any clarification of the Tender Documents may notify the Purchaser in writing or by email at the mailing address indicated in the Invitation for Tenders in the format provided below. The Purchaser will respond in writing to any request for clarification of the Tender Documents which it receives not later than the Date and time stipulated for submission of Queries/clarifications in Karnataka Public Procurement Portal. The Purchaser's response will be uploaded in the Karnataka Public Procurement Portal including a description of the enquiry but without identifying its source.**

Sl.No	Tender Document reference (Section, Clause No and Page No)	Content of the Tender Document Clause	Points of Clarification Required

3.2 The Bidder or his authorized representative is invited to attend a pre-bid meeting which will take place at the venue, date and time as specified in the Karnataka Public Procurement Portal.

3.3 The Bidder /bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters, which may, in any way, affect supplies to be made, and/or the cost thereof. If the bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request for an interpretation/clarification.

3.4 The purpose of the Pre-Bid meeting will be to clarify issues and to answer questions on any matter that may be raised. The Bidder may submit any queries in writing or by email at the mailing address, not later than the Date and time stipulated for submission of Queries in Karnataka Public Procurement Portal.

3.5 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on the Karnataka Public Procurement Portal without delay. Any modification to the Tender Documents, which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum/Corrigendum/ Clarification.

3.6 After receipt of such interpretation(s)/clarification(s), the bidder may submit his bid but within the time and date specified for receipt of bids. All such interpretation(s), Addendum/Corrigendum and clarifications shall form a part of the bid document.

3.7 Verbal clarifications and information given by BESCOM or its employees or its representatives shall not in any way be binding on BESCOM.

4.0 Amendment to Tender Documents

4.1 At any time after the uploading of the Tender Documents and prior to the deadline for submission of Tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may make any modifications or amendments to the Tender Documents.

4.2 Such modifications or amendments shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or Corrigendum or Clarification. Purchaser shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Any Addendum or Corrigendum or Clarification issued by the Purchaser shall form part of the original Tender Document.

4.3 In order to allow prospective Bidder, reasonable time, to take the amendment into account in preparing their Tenders, the deadline for the submission of Tenders as necessary may be extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

4.4 The Bidder is responsible to check the Karnataka Public Procurement Portal for any corrigendum/addendum/Clarification. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

5.0 Documents Constituting the Tender:

The Tender should be uploaded in the Karnataka Public Procurement Portal under a Two Tender document system comprising the following documents:

A- First Electronic Document - Technical Tender : Technical Tender documents shall comprise of scanned copy of all prequalification information about the Bidder. The Bidder shall upload all the documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed below:

Sl. No	Qualifying Requirements	Documents to be uploaded by the bidder
Technical criteria:		
	The Bidder shall be a Manufacturer OR Authorized Dealer OR Authorized Distributor of Vehicle mounted 11 kV	If the Bidder is a manufacturer he shall upload valid documentary proof such as license issued by Commerce & Industries

Sl. No	Qualifying Requirements	Documents to be uploaded by the bidder
	Underground Cable Fault Locator and shall be in the same business field for the preceding minimum of five years in case of OEM and three years in case of Authorized Dealer OR Authorized Distributor.	department or any other Government statutory Authority such as SSI OR NSIC certificate OR MOA. OR If the Bidder is an Authorized Dealer, he shall participate for only one make/brand, and shall upload: i. Dealership Certificate from the OEM. ii. Authorization letter from the OEM assuring full guarantee and warranty
1.		obligations as per GCC duly indicating enquiry No. iii. Manufacturing license of Original Equipment Manufacturer. OR If the Bidder is an Authorized Distributor, he shall participate for only one make/brand, and shall upload: i. Authorization letter from the OEM assuring full guarantee and warranty obligations as per GCC duly indicating enquiry No. ii. Manufacturing license of Original Equipment Manufacturer.
2.	The Bidder should have obtained order and should have successfully supplied at least 80% of tendered quantity in case of OEM OR 30% in case of authorized dealer OR Authorized Distributor of similar Vehicle mounted 11 kV Underground Cable Fault Locator to ESCOMs/ any other Government PSUs in any one year of the last 5 financial years i.e. during (2019-20, 2020-21, 2021-22, 2022-23 & 2023-24). (However it will be 40% for Micro and Small Enterprises in case if OEM and 20% in case of Authorized dealer OR Authorized Distributor in any one of the 2 preceding Years for Micro and Small Enterprises) - (KG-2)	Documentary evidence such as Purchase Order copies placed by the ESCOMs/ any other Government PSUs placed on Bidder or its OEM along with Order Completion certificate issued by an officer not below the rank of Executive Engineer/DGM of the concerned ESCOMs/ any other Government PSUs placed on Bidder or its OEM shall be uploaded. In case the Bidder is authorized dealer OR Authorized Distributor, the credentials of OEM will be accepted.
3.	The Bidder shall furnish Performance Certificate of Vehicle mounted 11 kV Underground Cable Fault Locator not less	The Performance Certificate issued by an officer not below the rank of Executive Engineer/ DGM of the concerned

Sl. No	Qualifying Requirements	Documents to be uploaded by the bidder
	than 80% in case of OEM and 30% in case of Authorized dealer OR Authorized Distributor of the Tendered Quantity in any one of the last 5 years for having satisfactory operation for atleast 1 year. (However it will be 40% for OEM and 20% for Authorized dealer OR Authorized Distributor for Micro and Small Enterprises) - (KG-2)	ESCOMs/any other Government PSUs placed on Bidder or its OEM shall be uploaded. In case the Bidder is authorized dealer OR Authorized Distributor, the credentials of OEM will be accepted.

Financial criteria:		
4.	The Average Annual Financial Turnover of the Bidder should not be less than the amount put to tender of the preceding three financial years i.e., (2021-22, 2022-23 & 2023-24). (However it will be 50% of the amount put to tender of the preceding 2 years i.e., 2022-23 & 2023-24 for Micro and Small Enterprises)- (**KG-2**)	Copies of the Audited Annual Accounts and Profit & loss account shall be uploaded.
5.	The Liquid Assets as on last date of previous month or at a later date before submission of the Bid, consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Bank shall not be lesser than **25% of the amount put to tender**. - (**KG-2**)	The Cash at Bank along with the bank statements, term deposits & availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/scheduled Bank with whom the bidder has banking facilities shall be uploaded. If the Tenderer has banking with more than one Bank, then the available liquid assets mentioned above on a particular date i.e., on last date of previous month or at a later date before submission of tender shall be the same date and time for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on last date of previous month or at a later date, before submission of the bid shall be uploaded.
6.	The Bidder or OEM of Vehicle Mounted Underground Cable Fault Locator shall have full-fledged service centre in India for complete after sales service of the Tendered Material/Equipment.	The details of service centre in India such as Registration Certificate issued by Government Authorities/ Statutory bodies shall be uploaded.
7.	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
8	Even though the Bidders meet the above criteria, they are subject to be disqualified if they have: i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.

	requirements; and/or ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. iv) Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission.	
9	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
10	A certificate for having read the clauses is required to be submitted/uploaded by the tenderer separately in the following format: *"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered".* (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.
11	***Litigation History:***	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded.

	The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid.	

Note: All the declarations can be done on a single Rs.500/- notarized stamp paper.

B- Second Electronic Document – Financial Tender:

Contents of Financial Tender document:

The Financial Tender document shall comprise of the Tender Form and the appropriate Price Schedule **provided in Karnataka Public Procurement Portal** (**Price shall be quoted in Financial Bid in the slot provided on the Karnataka Public Procurement Portal only)** indicating the goods to be supplied under the Contract.

6.0 Tender Form:

The Bidder shall complete the Tender Form and upload along with Technical tender **without disclosing the prices of goods**.

7.0 Tender Prices:

7.1 The Bidder shall indicate on the Price Schedule **provided in Karnataka Public Procurement Portal** (Prices shall be quoted in Financial Bid in the slot provided on Karnataka Public Procurement Portal only) the unit prices and total tender prices of the goods it proposes to supply under the Contract. Bidders shall quote for the complete requirement of goods specified under price schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

7.2 The detailed break up for the Prices indicated in the Price Schedule shall be provided separately in the slot provided on Karnataka Public Procurement Portal in the following manner:

i. The price of the goods quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the shelf, as applicable), including all duties and GST (SGST, CGST, IGST, Cess) and other taxes already paid or payable.

   a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

   b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off the-shelf.

ii. All applicable taxes and duties such as CGST, SGST, IGST, cess if any other taxes and duties to be payable by BESCOM on the goods.

iii. The price for inland transportation including handling charges, loading & unloading, insurance and other local costs incidental to delivery of the goods to their final destination;

iv. Break up of different price elements as per GST Act shall be indicated separately along with the associated HSN code and GST rate while quoting the basic rate the Bidder should offset the input credit available as per the GST Act.

v. If the rates quoted for material cost, F&I charges or taxes and duties is not clear & is ambiguous the purchaser reserves the right to overlook the offer.

vi. Any variation in the rates etc., will not be allowed on any ground, such as a mistake, misunderstanding etc., after the bid has been submitted.

vii. If the firm becomes lowest Bidder by virtue of such rates quoted, and does not agree to supply at the quoted rates, the EMD of such Bidder shall be forfeited and the Bidder will be blacklisted at the discretion of BESCOM.

7.3 The Bidder’s separation of the price components in accordance with ITB Clause will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

Tenders submitted by fax, e-mail or any other electronic modes other than through Karnataka Public Procurement Portal shall not be entertained and shall be rejected. Submission of scanned copies of Financial Tender will not be considered for evaluation and the same will be rejected.

7.4 **PRICE BASIS:**

Prices quoted by the Bidder shall remain **FIRM** and **fixed** during the Bidder’s performance of the Contract and shall not be subject to variation on any account. The prices should be quoted F.O.R at destination in Indian Rupees inclusive of packing, forwarding, handling, insurance, documentation, installation & commissioning charges etc. and all taxes. In case of imported goods, the bidder shall quote the total price considering Net F.O.B/F.A.S. value, insurance & freight and clearing/handling charges at the Indian Port, custom clearance and charges for dispatch up to destination. Custom clearance and all necessary procedures have to be done by the bidder including any financial implications.

8.0 Tender Currency :

Prices shall be quoted in Indian Rupees.

9.0 Documents Establishing Bidder's Eligibility and Qualification Criteria:

9.1 Pursuant to ITB Clause, the Bidder shall furnish, as part of its Tender, documents establishing the Bidder’s eligibility to tender and its qualifications to perform the Contract if its tender is accepted.

9.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in **QUALIFICATION CRITERIA** shall include the following information:

i. The legal status, place of registration and principal place of business of the company or firm or partnership, etc;

ii. <u>Details regarding Technical criteria stipulated:</u>
Details of experience and past performance of the Bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments in the prescribed format. Type test certificates of the equipment, Guaranteed Technical Particulars, details of fullfledged service centre, acceptance for presentation/ demonstration of the equipment & registration of the vehicle etc.

iii. <u>Details regarding Financial criteria stipulated in Section-VII</u>

iv. <u>Details regarding General criteria stipulated in Section-VII</u>

10.0 Documents Establishing Goods' Eligibility and Conformity to Tender Documents.

10.1 Pursuant to ITB Clause 5, the Bidder shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods which the Bidder proposes to supply under the contract in accordance with **SECTION VII: QUALIFICATION CRITERIA.**

10.2 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings and data, and shall consist of :

a. name of the manufacturer, type of model, a detailed description of the essential technical and performance characteristics of the goods, etc.;

b. a list giving full particulars, including available sources of spare parts, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

c. an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications **shall be filled in the techno-commercial sheet and uploaded the same on Karnataka Public Procurement Portal.**

10.3 For purposes of the commentary to be uploaded pursuant to ITB 10.2(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

10.4 In case the deviations and exceptions to the provisions of the Technical Specifications, tender conditions proposed by the Bidder are not agreeable to the purchaser, then the Bidder shall withdraw such deviations unconditionally, else it may result in rejection of tender submitted by the Bidder.

10.5 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings/GTP submitted by the bidder will be retained and used by the Purchaser. Any difference from these drawings/GTP and descriptive material submitted will not be permitted during the execution of the contract without the specific written permission of Purchaser.

10.6 Oral statements made by the Bidder at any time regarding quality, quantity or arrangements of the equipment or any other matter shall not be considered

10.7 No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

11.0 Earnest Money Deposit/Bid Security

11.1 **The Bidder** shall furnish, as part of his Tender, an Earnest Money Deposit (EMD)/Bid Security amount of **Rs.18,82,000/-** (Rupees Eighteen Lakhs Eighty Two Thousand Only) as part of Tender as detailed below.

i <u>For Micro and Small Enterprises</u>:

Micro and small enterprises registered with NSIC under a single point vendor registration scheme are exempted from payment of Earnest Money deposit.

However, Tender Processing Fee, for an amount as mentioned in the Karnataka Public Procurement portal shall be paid in Karnataka Public Procurement portal.

The Bidder shall upload the valid certificate issued by NSIC certifying that it is a Micro and small enterprises registered with NSIC under a single point vendor registration scheme.

Such eligible Micro and Small enterprises (SMEs) have to select EMD exemption feature in Karnataka Public Procurement portal.

The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Purchaser.

ii <u>Other than Micro and Small Enterprises</u>:

a. The Bidders other than Micro and Small Enterprises shall deposit bid security (EMD) of **Rs.18,82,000/-** (Rupees Eighteen Lakhs Eighty Two Thousand Only)

through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.

OR

b. Bidders shall deposit bid security (EMD) of **Rs.10,00,000/-** (Rupees Ten Lakh Only) through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.

And **the balance of Rs. 8,82,000/-** (Rupees Eight Lakhs Eighty Two Thousand Only) shall be deposited in the form of Bank Guarantee. The Bank Guarantee should be submitted in the format provided at Section-IX issued by a Scheduled Bank or Nationalised Bank in India and drawn in favour of Chief General Manager (Elec.,), Procurement, BESCOM, Bengaluru-560001. Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

EMD shall have to be valid for **45 days beyond the validity of tender**.

Any other form of payment will not be accepted.

Also Tender Processing Fee, for an amount as mentioned in the Karnataka Public Procurement portal shall be paid in Karnataka Public Procurement portal.

Bidder should upload the scanned copy of the Bank Guarantee furnished as EMD in the Karnataka Public Procurement Portal and original of Bank Guarantee towards EMD (If applicable) should be submitted to the O/o Chief General Manager (Elec.,), Procurement, BESCOM, Bengaluru-560001 after the last date and time for submission of Tender but before the opening of the 1st Electronic Tender Document- the Technical Tender. Failure to submit original Bank Guarantee towards EMD under Option (ii) (b) as brought out above will amount to treat such Tenders as non-responsive

iii EMD and Tender Processing Fee payment:

The EMD amount of Rs.10,00,000/- and tender Processing Fee (as specified in e-portal) to be paid through online/OTC payment mode shall be made on any of the following payment options:

i. Debit Card/Credit Card

ii. Internet Banking

iii. NEFT/RTGS

iv.Over-the-Counter (OTC) through ICICI bank only.

Note:

The Purchaser shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Bidder may use other alternative modes of payment.

Bidder who are specifically exempted for submitting the EMD should submit supporting documents. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Purchaser.

For further details regarding e-payment, any queries relating to the process of online Tender submission or queries relating to the Karnataka Public Procurement Portal in general may be obtained from the KPPP Helpdesk.

Any Tender not accompanied by EMD and documentary proof of such exemption in case of MSE will be summarily rejected and such Bidder shall not be considered for any further evaluation.

11.2 The Earnest Money Deposit is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 11.6.

11.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall:

- The Bank Guarantee towards EMD if any shall be from a Nationalized/Scheduled Bank located in India.
- The Bank Guarantee be substantially in accordance with the form of Earnest Money Deposit included in Section-IX or other form approved by the Purchaser prior to tender submission;
- The Bank Guarantee be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 11.6 are invoked;
- The Bank Guarantee shall be submitted in its original form; copies will not be accepted; and
- The Bank Guarantee shall remain valid for a period of **45 days beyond** the original validity period of tenders, or beyond any period of extension subsequently requested.

11.4 Any tender not secured in accordance with ITB Clauses 11.1 and 11.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 19.

11.5 The Earnest Money Deposit submitted through online modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:

i To the successful Bidder, upon the Bidder furnishing of the Performance Security Deposit as specified in the tender document.

ii To the unsuccessful Bidder, as promptly as possible and in any case within 30 (thirty) days from the date of declaration of the unsuccessful Bidder by the Purchaser or after finalization of Tender.

iii In the event of rejection of all tenders or cancellation of Tender process by the Purchaser, within 15(fifteen) days of such cancellation.

11.6 The EMD shall be forfeited under the following conditions:

i if a Bidder withdraws its Tender during the Tender Validity Period specified in this Tender Document and or as extended by the mutual consent of the respective Bidder(s) and the Purchaser; or

ii if the successful Bidder fails or refuse to furnish Performance Security Deposit in accordance with ITB Clause 31 or if the successful Bidder fails to furnish the acceptance of contract within the specified time limit as mentioned in Letter of intent/ purchase order/contract.

iii In case a Bidder is under order of debarment from participating in a Tender in accordance with Clause 33 and Clause 34 of ITB.

iv If the Bidder does not accept the arithmetical correction of its Bid Price.

11.7 The firms having permanent EMD with the corporation will not be considered for this Tender. Permanent EMD holders also have to pay the required EMD as mentioned above.

12.0 Period of Validity of Tenders:

12.1 Tenders shall remain valid for **180 days** after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as **Non- responsive**. The Bidder is not allowed to modify, vary, revoke or withdraw, the Tender during the said original or extended validity period.

12.2 Before the expiry of original Validity period, in exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The Earnest Money Deposit provided under ITB Clause 11 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its tender.

12.3 In case the last day on which the Tender are to remain valid falls on/subsequently declared a holiday or closed day for the Tender Inviting Authority, the Tender Validity shall automatically deemed to be extended.

13.0 Format and Signing of Tender

13.1 The Bidder shall provide all the required information sought under this Tender Document. The Purchaser will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Tenders shall be liable to rejection as Non-responsive.

13.2 All the documents of the Tender should be uploaded on the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information’s Technology Act, 2000.

13.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published Documents, only the cover page shall be initialled. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Bidder holding a Power of Attorney or the Board Resolution.

13.4 A copy of the Power of Attorney certified by the authorized signatory of the Bidder in the form specified in Section VIII (Appendix C), as the case may be, should accompany the Tenders.

13.5 The Bidder shall key in the Techno-commercial sheets and price schedule-provided in Karnataka Public Procurement Portal (Prices shall be quoted in e-procurement portal only) and upload them on to the e-procurement portal on or

before the time and date indicated in notification. BESCOM is not responsible for the failure on the part of the bidder for non-uploading of documents specified in the tender on Karnataka Public Procurement Portal on or before the time and date indicated in Karnataka Public Procurement Portal.

14.0 Sealing and Marking of Tenders

14.1 The following documents are to be sealed in a cover and sent to the O/o Chief General Manager (Elec.,), Procurement, BESCOM, Bangalore – 560 001 so as to reach after the last submission date & on or before the date & time of opening Technical tender.

A] Original Power of Attorney.
B] Original Bank Guarantee (if applicable) towards EMD.

14.2 The Bidder shall submit the bid through Karnataka Public Procurement Portal only. Telex, cable, e-mail or facsimile tenders will be rejected.

15.0 Deadline for Submission of Tenders

15.1 It shall be the responsibility of the Bidder to ensure that their Tender is submitted in the Karnataka Public Procurement Portal within the last date and time specified for the receipt of Tenders in complete manner. The Purchaser will not be held responsible for technical glitches and internet connectivity issues confronted by Bidder in uploading their Tender or for any failure on part of the Bidder to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard. The Bidder must ensure that the bids are received in e-procurement portal only by the date and time indicated. Bids submitted in any other form will not be accepted.

15.2 The last date and time for submission of Tenders may be extended by amending the Tender Documents in accordance with (ITB Clause 5) after giving adequate notice on the Karnataka Public Procurement Portal, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

15.3 The Purchaser reserves the right to reject any bid, which is not deposited according to the instruction, stipulated above.

16.0 Late Tenders

The Karnataka Public Procurement Portal will not accept any Tenders after the last date and time for submission of Tenders.

16.1 The Bidder may modify the contents of the Technical Tender or Financial Tender or withdraw its Tender prior to deadline for submission of Tenders in Karnataka Public Procurement Portal.

16.2 No Tender may be modified subsequent to the deadline for submission of Tenders.

16.3 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the original Tender Validity Period or extended

period in pursuant to Clause 12. Withdrawal of a Tender during this interval shall result in forfeiture of the Bidder's Earnest Money Deposit/initiation of action for debarring the Bidder.

17.0 Opening of Technical Tender by the Purchaser

17.1 The Technical Tender shall be opened in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Bidder(s). Bidder’s representatives (up to 2 persons) can choose to attend at the date and time for opening of bids in the invitation to bid or in case any extension has been given thereto on the extended bid opening date and time notified. The bidder’s representatives who are present shall sign in a register evidencing their attendance. In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day. No electronic recording/transmitting devices will be permitted during bid opening.

17.2 List of submitted Tenders termed as RECEIVED and list of incomplete Tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public Procurement Portal and whose original Bank Guarantee towards EMD (if applicable) received shall be opened. The name of the Bidder shall be published in the Karnataka Public Procurement Portal.

17.3 Process of Tender Evaluation to be Confidential until the award of the Contract is Notified. The Purchaser shall ensure the confidentiality of the process of Tender evaluation until orders on the Tenders are passed.

17.4 Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations of award of Contract shall not be disclosed to Bidder or any other persons not officially concerned with such process until award of the successful Bidder has been announced in the Karnataka Public Procurement Portal. Any effort by a Bidder to influence, the Purchaser in processing of Tenders or award decision may result in rejection of Tender.

18.0 Clarification of Tenders

18.1 During evaluation of Tenders, the Purchaser or the Tender Accepting Authority or the Tender Scrutiny Committee, may at its discretion, seek bonafide clarifications from the Bidders relating to the Tenders submitted by them including the details of price (after opening the price bid). The request for clarification and the response shall be in writing. The Purchaser shall not offer or permit any change in the price or substance of Tender.

18.2 During the evaluation of tenders, the Purchaser may at its discretion, seek justification for the Contract Price quoted by the Bidder to assess fulfillment of the requirement of the Tender.

19.0 Preliminary Examination of Tenders and Evaluation of Technical and Financial Tender

19.1 The Purchaser shall cause preliminary examination of the Tenders submitted to determine their substantial responsiveness and following factors shall be considered, namely:

i. Whether the Bidder meets the eligibility criteria laid down in the Tender Documents;

ii. Whether the crucial documents have been duly signed;

iii. Whether the requisite Earnest Money Deposit has been furnished;

iv. Whether the Tender is substantially responsive in terms with the Tender Documents without material deviation or reservation or inconsistent with the Purchaser's right or Bidder's obligations under the Contract.

19.2 Tenders which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 19.1 above, shall be rejected.

19.3 The Tender inviting Authority/Technical Tender Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

19.4 Prior to the detailed evaluation, pursuant to ITB Clause 19.5, the Tender Inviting Authority/Tender Scrutiny Committee will determine the substantial responsiveness of each tender to the tender documents.

For purpose of these clauses, a substantially responsive Tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Earnest Money Deposit ITB Clause 11, period of validity of tenders ITB Clause 12, Delivery schedule(SECTION V: Schedule of Requirements and Desired Deliveries), Payment Conditions (SCC Clause 5), Performance Security (GCC Clause 6). Guarantee/Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Tender Inviting Authority/ Tender Scrutiny Committee's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. Tender not responsive shall not be made subsequently responsive by correction of non-conformity.

19.5 **Evaluation of Technical Tender**

19.5.1 The Tender Accepting Authority may constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in this Tender Document.

19.5.2 Bidder whose Technical Tenders are adjudged as responsive in terms of Clause 19 and who fulfills the conditions of eligibility and qualification in terms with Clause (1), (9), (10) and SECTION VII: QUALIFICATION CRITERIA and will be declared as qualified Bidder ("**Qualified Bidder**"). If a Bidder does not fulfill the eligibility and qualification criteria prescribed as above, the Bidder shall be disqualified. The Financial Tenders of only the Qualified Bidder shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 19.6 below.

19.5.3 The list of Qualified Bidder and the date, time of opening of Financial Tender of Qualified Bidder shall be published by the Tender Inviting Authority in the Karnataka Public Procurement Portal.

19.5.4 After the evaluation of the Technical Tender is completed, the Tender Inviting Authority shall notify the details of the Bidder whose tenders are considered as non-responsive and not qualified in Karnataka Public Procurement Portal. It shall also be indicated that their Financial Proposal will not be opened.

19.6 **Opening and Evaluation of Financial Tender**

19.6.1 The Financial Tender of all the Qualified Bidder will be opened in the Karnataka Public Procurement Portal at the designated date and time notified. If the specified date of Financial Tender opening is declared a holiday subsequently the Financial Tenders shall be opened at the appointed time on the next working day

19.6.2 The Contract price should provide the cost towards supply of goods and for entire scope of Contract.

20.0 Evaluation and Comparison of Tenders

20.1 The Purchaser may evaluate and compare the Tenders which have been determined to be substantially responsive. No Tender will be considered if the complete requirements are not included in the Tender.

20.2 The Purchaser's evaluation of a tender will take into account, the tender price (Ex- factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as applicable taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and on the finished goods, if payable) and the following factors:

i. The price of the goods quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the shelf, as applicable), including all duties and GST (SGST, CGST, IGST, Cess) and other taxes already paid or payable.

a. On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

b. On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off the-shelf.

ii. All applicable taxes and duties such as CGST, SGST, IGST, cess if any other taxes and duties to be payable by BESCOM on the goods.

iii. The price for inland transportation including handling charges, loading & unloading, insurance and other local costs incidental to delivery of the goods to their final destination;

iv. If the rates quoted for material cost, F&I charges or taxes and duties is not clear & is ambiguous the purchaser reserves the right to overlook the offer.

v. Any variation in the rates etc., will not be allowed on any ground, such as a mistake, misunderstanding etc., after the bid has been submitted.

vi. If the firm becomes lowest Bidder by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D of such firm shall be forfeited and the firm will be blacklisted at the discretion of BESCOM.

20.3 Bidder's Responsibility for Quoting the Contract Price:

Although the details presented in this Tender Document have been compiled with, with all reasonable care, it is the Bidder responsibility to ensure that the information provided is adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of the Tender and during the performance of the Contract. Bidder is responsible for the Tender submitted and no relief or consideration can be given for errors and omissions.

21.0 Contacting the Purchaser

21.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

21.2 Any effort by a Bidder to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Bidder's tender.

22.0 Award Criteria

Subject to ITB Clause 24 below, the Purchaser will award the Contract to the successful Bidder whose Tender has been determined to be **substantially responsive** and has been determined as the **lowest evaluated tender,** provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Acceptance of Tenders

a. BESCOM does not bind itself to accept the lowest or any tender, neither will any reason be assigned for the rejection of any tender or part tender. The Bidder on his part binds himself to supply any items selected from his offers in part or whole at the option of the Corporation.

b. Disregard of Tender Conditions the Corporation/BESCOM reserves itself the right to reject any tender, which does not conform to any of the above conditions.

Determining the Evaluated Bid Price of Technically Responsive Bids and Award Criteria:

a. The Evaluated bid price of each bid shall be price quoted by the Bidder including applicable taxes and duties and after arithmetical corrections (if any) (as per clause no. 7 of ITB)

b. Based on the Evaluated Bid Price of each bid, the ranking of bidders i.e. L1, L2 etc., will be determined. Wherein L1 is the least Evaluated Bid Price amongst evaluated bid prices of all bidders, L2 is the second lowest Evaluated Bid Price, etc

c. NEGOTIATIONS:
It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

d. The Purchase order will be placed on the Successful L1 Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid price provided further that the Bidder is determined to be qualified to perform the contract satisfactorily at the approved rates in accordance with provisions of KTPP Acts, Rules & its amendments. The Purchaser shall be the sole judge in this regard.

23.0 Tie tenders :

In the event that two or more Bidders quote the same L1 price for the tendered material/equipment then following procedure shall be followed for declaration of Successful L1 Bidder.

a. All the Bidders who have quoted the same L1 price for the tendered material/equipment shall be invited for price negotiation on Karnataka Public Procurement portal and after obtaining the negotiated rates, the Bidder who has offered the lowest negotiated price after price negotiation shall be declared as a Successful L1 Bidder.
b. Even after price negotiation, the negotiated price of two or more L1 Bidders remain the same, the decision of BESCOM will be final.

24.0 The Letter of Intent (LoI) shall be issued to the successful Bidder. Before issuing such LOI, the Purchaser may, at its discretion, ask the Successful Bidder to submit the originals of all such documents for verification whose scanned copies were submitted in Karnataka Public Procurement Portal along with the Technical Tender. If the Bidder fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as corrupt and fraudulent practices including misleading the Purchaser and action shall be initiated to debar such Bidder in accordance with Clause 33 and Clause 34 of ITB.

25.0 Purchaser's right to vary Quantities at Time of Award/Change in Quantity:

25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to **25 percent** of the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, adhering to the provisions of KTPP Act & Rules.

25.2 BESCOM may at any time during the execution of the contract make changes within the general scope by written instructions, in any one or more of the following.

a. Drawing, design or specifications where the goods to be supplied under the contract are to be specially manufactured for BESCOM.

b. The method of shipment or packing.

c. The place of delivery.

d. The services to be provided by the contractor/supplier

26.0 Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

26.1 The Purchaser reserves the right to accept or reject any Tender or all Tenders, and to annul the selection process and reject all tenders at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the Purchaser's action and such action also caused to be published in the Karnataka Public Procurement Portal.

27.0 Notification of Award:

27.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful Bidder through the Karnataka Public Procurement Portal, in writing and through mail, to be confirmed in writing by registered letter, that its tender has been accepted by issuing Letter of Intent. Bidder, shall confirm acceptance by returning a signed copy of the Letter of Intent through Karnataka Public Procurement Portal and email within 7 days from the date of LOI along with hard copies to the O/o the Chief General Manager (Ele.,), Procurement,. BESCOM.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 29, Purchase Order will be placed on the successful Bidder and the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its Earnest Money Deposit, pursuant to ITB Clause 11.

27.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its tender was not selected, it should address it's request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

28.0 Performance Security

28.1 Within 14 days of the receipt of LOI from the Purchaser, the successful Bidder shall furnish the performance security deposit in accordance with the Conditions of Contract, in the Performance Security deposit Form provided in the tender documents or in another form acceptable to the Purchaser.

28.2 Within 14 days of the receipt of LOI from the Purchaser, the successful Bidder shall furnish the performance security deposit in accordance with the Conditions of Contract, in the Performance Security deposit Form provided in the tender documents or in another form acceptable to the Purchaser.

29.0 Corrupt or Fraudulent Practices

29.1 The Government/ BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government/ BESCOM contracts. In pursuance of this policy, the Government/ BESCOM:

a) defines, for the purposes of this provision, the terms set forth as follows :

i. “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government/ BESCOM, and includes collusive practice among Bidders either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Government/ BESCOM of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) in pursuance of clause 33, 34 and 35 of ITB an action may be initiated to debar the Bidder from participating in the Tender or executing the Contract if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, a Government contract in question.

29.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

30.0 Debarment of Bidder by the Procurement Entity:

30.1 The Procurement Entity may proceed with debarring such Bidder or contractor or supplier or any of the successor of the Bidder or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the Procurement Entity at any stage of procurement and executing activity.

30.2 The Committee constituted by the Procurement Entity, consisting of such officers not below the rank of Tender Inviting Authority will be the Debarment Committee to consider the tenders/proposals for debarring bidder or contractor or supplier and to take a decision thereof.

30.3 The Debarment Committee on the receipt of information shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.

30.4 For consideration of debarment, Tender Inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment Committee constituted under sub clause 33.2 above.

30.5 The Debarment Committee will make recommendations with reasoning in writing, within thirty days from date of receipt of information.

30.6 On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of Bidder or contractor or supplier for a period not exceeding 3 (three) years and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such Bidder or contractor or the supplier or any of its successors.

30.7 The order of debarment shall be deemed to have been automatically revoked on the expiry of the period specified in the debarment order.

31.0 Debarment by the Government

31.1 The Government may debar a Bidder or contractor or supplier, in the public interest and on the grounds specified in the KTPP Act.

31.2 The State Level Debarment Committee will consider the tenders/proposals for debarring bidder or contractor or supplier and to take a decision thereof.

31.3 The State Level Debarment Committee, on the receipt of the information, shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.

31.4 For consideration of debarment of the Bidders or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such Bidders or contractors or suppliers to the State Level Debarment Committee constituted under Clause 34.2 above;

31.5 The State Level Debarment Committee will make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information:

31.6 On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such Bidder or contractor or supplier for the period **not exceeding (three) years** and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder or contractor or the supplier or any of its successor.

31.7 The debarred Bidder or contractor or supplier shall be removed from the list of registered contractors or vendors.

31.8 The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

32.0 Consequences of Debarment by the Government

The Procurement Entity may take appropriate measures in respect of debarred Bidder or contractor or supplier including one or more of the following, namely:-

i. reject the tenders and forfeit or encash EMD or Bid Security;

ii. terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by Procurement Entity;

iii. forfeit or encash any other security or guarantee or bond provided by such Bidder or contractor or supplier in relation to the such procurement; and

iv. recover payments including advance payments, if any, made by the Procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

33.0 Appeals:

Bidder aggrieved by an order passed by the Tender Accepting Authority pursuant to Clause 29 of ITB may appeal online to;

i. The Head of the Department concerned if the order is passed by the Tender Accepting Authority subordinate to the Head of the Department.

ii. To the Government if the order is passed by the Tender Accepting Authority which is Head of the Department or Local Authority or State Government Undertaking or a Board, Body Corporation or any other authority owned or controlled by Government.

iii. Such appeal shall be made within 15 (fifteen) days from the date of receipt of the order.

iv. The Appellate Authority may after giving opportunity of being heard to both the parties pass such order thereon as it deems fit, as far as possible within 30 (thirty) days from the date of filing of the Appeal and such order shall be final.

For any technical support regarding KPP portal please contact e-procurement help desk, Supports Timings: (9.00 AM to 6.00 PM)
Help Desk: +91-8046010000 +91-8068948777,
support@eprochelpdesk.com

Sd/-
Chief General Manager (Ele)
Procurement, BESCOM.